

MEMORANDUM OF UNDERSTANDING

BETWEEN



**CSIR-CENTRAL ROAD RESEARCH INSTITUTE
NEW DELHI**

AND



**MALAVIYA NATIONAL INSTITUTE OF
TECHNOLOGY JAIPUR
(MNITJ)**

DECEMBER 2022

Memorandum of Understanding
between
CSIR – Central Road Research Institute (CSIR-CRRI), New Delhi
and
Malaviya National Institute of Technology Jaipur (MNITJ)

The Memorandum of Understanding is made and executed on this 16th day of December 2022 between CSIR-Central Road Research Institute, New Delhi 110025 which is a constituent establishment of the Council of Scientific and Industrial Research (CSIR), a Society registered under the Societies Registration Act XXI of 1860 and having its registered office at Anusandhan Bhavan, 2, Rafi Marg, Delhi-110001 hereinafter referred to as CSIR-CRRI through its authorized representative, the Director, CSIR-CRRI.

and

Malaviya National Institute of Technology Jaipur (MNITJ). The Institute was jointly established in 1963 as Malaviya Regional Engineering College Jaipur by the Government of India and the Government of Rajasthan. Subsequently, on 26 June, 2002, the college was given the status of National Institute of Technology. On 15 August 2007, it was given the status of Institute of National Importance and having its registered office at Jawahar Lal Nehru Marg, Malaviya Nagar, Jaipur-302017 (Rajasthan) India. The Institute is fully funded by the Ministry of Education (Shiksha Mantralaya), Government of India.

Whereas, CSIR-CRRI and MNITJ, now agreed upon to work collaboratively with the following objectives and the given broad terms and conditions. In the spirit of intellectual cooperation scholarly exchange, and the development of national partnership with leading institutions, parties may also agree to establish a program of exchange and collaboration on related matters of mutual interest that may emerge over time.

PREAMBLE

Whereas, CSIR-CRRI has expertise and capabilities for conducting research & development activities and carrying out consultancy assignments including dissemination of knowledge through training etc. in the areas of roads & bridges, traffic and transportation, ground improvement and geotechnical engineering, rural roads, pavement design, pavement performance and its evaluation, instrumentation, environment and road safety,

Whereas, MNITJ has expertise of training technical manpower in different areas of Applied

Sciences and Engineering and is also contributing to the rapidly growing scientific and technological knowledge and professional experience in Science and Technology by undertaking industrial & applied research and consultancy.

Whereas, both CSIR-CRRI and MNITJ, now

- Recognizing the importance of research and development in the areas of road and transportation sector
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to road and transportation sector
- Desiring to club their efforts by pooling their expertise and resources

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both CSIR-CRRI and MNITJ hereby agree to sign a memorandum of understanding (MoU).

ARTICLE-I: SCOPE OF THE MoU

In order to promote co-operation between CSIR-CRRI and MNITJ, the two institutions agree as follows:

1. The two institutions will encourage direct contact and co-operation between their faculty and administrative staff, departments and research institutions and centers.
2. Within mutually acceptable fields, the following general forms of co-operation for programmes or activities will be explored for potential negotiations:
 - Academic and Research collaboration in the areas of mutual interest
 - Joint Supervision of M.Tech. (Projects and Internships) / Ph.D. thesis
 - Conduct of conferences, seminars, workshops and other academic meetings

MNITJ and CSIR-CRRI further agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions.

Academic and Research collaboration in the areas of mutual interest:-

MNITJ and CSIR-CRRI will exchange information on research and educational programmes relevant to their educational and research programmes. Both the institutions may also exchange academic information, scholarly information, materials and publications.

Joint Supervision of M.Tech/Ph.D.works:-

MNITJ and CSIR-CRRI agree to jointly supervise M.Tech./PhD students for their thesis work. The students of MNITJ under joint supervision may visit CSIR-CRRI for discussion with the joint

mentor/guide and use laboratory facilities of CSIR-CRRI that may be required to carry out the thesis work. Prior permission must be obtained from the mentor(s)/guide(s) of the visiting institute before each such visit by the students. Selection of the students may be jointly decided considering the merit of the candidate.

Conduct of conferences, seminars, workshops and other academic meetings:-

MNITJ and CSIR-CRRI agree to organize seminars, conferences, workshops, short term courses or any other academic/research meetings on topics of mutual interest. Both the parties will identify and invite faculty members from the other institution to participate in conferences, workshops and short-term courses. The terms and conditions for such participation will be worked out by mutual agreement between MNITJ and CSIR-CRRI.

3. Both CSIR-CRRI and MNITJ will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
4. If the outcome of the project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the state and country, the same will not be allowed for publication/printing in any form such as an electronically/verbally etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis by mutual consent of both the institutions. Similarly, sharing of expenditure in securing such right and income assured through royalty etc. by the parties under the law will be decided on case to case basis after mutual consultation
5. Research supervisors from both the institutes will be corresponding authors in any publication resulting from the collaborative work. All the efforts put by the scientists/students as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR need be claimed.
6. Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.
7. The raw data (traffic engineering, transportation planning, modeling exercises) from third-party projects for purely academic and research purposes can be shared or used on mutually agreeable terms and conditions.

ARTICLE -II: SHARING OF FACILITIES

- (a) CSIR-CRRI and MNITJ shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.

- (b) CSIR-CRRI and MNITJ shall permit the usage of software and other materials and components developed in-house in the areas of cooperation, if permissible, within the rules governing the two institutions.
- (c) CSIR-CRRI and MNITJ shall provide access to the library facilities to scientists, and students as per the prevailing rules and norms in the respective institutes

ARTICLE III: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- (a) It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both parties, wherever applicable. Provided always, the decision whether to initiate and/or implement any programme or activity shall be at each party's sole discretion.
- (b) This memorandum is not intended to create binding or legal obligations on either party. It merely expresses the intentions and understanding of the parties, which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (c) Both parties understand and agree that this memorandum creates no financial obligations on either party, and all financial arrangements will have to be negotiated and will depend on the availability of funds.
- (d) The collaborative programme between CSIR-CRRI and MNITJ shall be coordinated by a coordination committee appointed by the Directors of both the Institutes.
- (e) Financial arrangements if any for each specific collaboration will be decided on a case-to-case basis and brought on record in each after due approval from Directors of both the institutions

ARTICLE — IV: CONFIDENTIALITY

During the tenure of the MoU, both CSIR-CRRI and MNITJ will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both CSIR-CRRI and MNITJ shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under the MoU.

Further both CSIR-CRRI and MNITJ put in place adequate and reasonable measures to keep and store confidential information as you are so as to prevent any unauthorized use.

ARTICLE -V: EFFECTIVE DATE AND DURATION OF MoU

- (a) This MoU shall be effective from the date of its approval by competent authorities at both ends.
- (b) The duration of the MoU shall be for a period of 5 years from the effective date.
- (c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than three months by either party. However, termination of the MoU will not in any manner affect the interests of the students/scientists who have been admitted to pursue a programme under the MoU.
- (d) Any clause or article of the MoU may be modified or amended by mutual agreement of CSIR-CRRI and MNITJ.

ARTICLE —VI: IPR

- (a) MNITJ and CSIR-CRRI agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-by-case basis, and will be consistent with the officially laid down IPR policies of the two institutions.
- (b) Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. Under the scope of this MoU shall be decided by the two parties by mutual consent.

ARTICLE- VIII: AMENDMENTS

Any amendment and/or addenda to the MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.

ARTICLE- IX: RESOLUTION OF DISPUTES

- a) This MoU shall take effect and be construed in accordance with the laws of India and be subject to the jurisdiction of the courts at New Delhi.
- b) If any dispute or difference whatsoever arises between PARTIES in relation to or in connection with this MoU, both the parties shall try to resolve the dispute/difference amicably between them through mutual consent.

ARTICLE- X: Miscellaneous

Both CSIR-CRRI and MNITJ shall not directly or indirectly solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party during the term of this MoU.

IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and behalf of

Malaviya National Institute of Technology
Jaipur (MNITJ)

Prof. Narayana Prasad Padhy
Director, MNIT Jaipur

Director
Malaviya National Institute of Technology Jaipur
JAIPUR-302017 (Rajasthan)

Seal
Date 16/12/22

For and behalf of

CSIR-Central Road Research Institute, New
Delhi

Prof. Manoranjan Parida
Director, CSIR-CRRI, New Delhi



Seal
Date 16.12.2022

Witness 1. Dr. Madhu Agarwal

Witness 2. Dr. Pawan Kalla 16/12/22

Witness 1. Dr. Abhishek Mittal

Witness 2. (Handwritten signature)